

REAL ESTATE CONTRACT
County Road 245 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT ("Contract") is made by **THE B. KINNEY TRUST** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Being a 0.1034 acre (4,503 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and or cost to cure the remaining property of Seller shall be the sum of SEVENTY-THREE THOUSAND SIX HUNDRED FORTY-EIGHT and 00/100 Dollars (\$73,648.00).

Payment of Purchase Price

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 31, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 245 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

THE B. KINNEY TRUST

By: B. Kinney

Address: 7770 RR 2338

Name: BERTHA KINNEY

Georgetown, TX 78633

Its: TRUSTEE

Date: 5/2/2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: May 12, 2022

EXHIBIT A

County: Williamson

Highway: County Road 245

Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 1 of 5
August 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF a 4,503 square foot (0.1034 of one acre) parcel of land out of the L.P Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of the east remainder portion of a called 91.929 acre tract conveyed to The B. Kinney Trust, B. Kinney, Trustee, or her successor in trust, by Warranty Deed dated October 13, 2011, as recorded in Document No. 2011069273, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 4,503 square foot (0.1034 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a point at the southwest corner of said east remainder portion of 91.929 acre tract, being in the north line of a 4.486 acre tract conveyed to the State of Texas, as recorded in Document No. 2010000623, O.P.R.W.C.T., being in the existing north right-of-way line of RM 2338 (varying width), and being the southeast corner of a called 2.403 acre tract conveyed to Williamson County, as recorded in Document No. 2011019740, O.P.R.W.C.T., from which a 60d nail found bears N 00°00'47" E, a distance of 0.32 feet;

THENCE N 00°00'47" E, along the west line of said east remainder portion of 91.929 acre Kinney tract and the east line of said 2.403 acre Williamson County tract, being the existing west right-of-way line of County Road 245 (CR 245), a distance of 60.46 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet right of Engineer's Baseline Station 101+17.53 and having Surface Coordinates of North=10,236,898.57, East=3,100,827.52;

- 1) **THENCE**, N 00°00'47" E, along the west line of said east remainder portion of 91.929 acre Kinney tract and the east line of said 2.403 acre Williamson County tract, being the existing east right-of-way line of CR 245, a distance of **10.31 feet** to a 60d nail found, being the most northerly southwest corner of said east remainder portion of 91.929 acre Kinney tract;
- 2) **THENCE**, N 44°54'39" E, along the west line of said east remainder portion of 91.929 acre Kinney tract and the east line of said 2.403 acre Williamson County tract, being the existing east right-of-way line of CR 245, a distance of **583.78 feet** to a 60d nail found at the beginning of a curve to the left;

EXHIBIT A

County: Williamson

Highway: County Road 245

Project Limits: From RM 2338 to Ronald Reagan Blvd.

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August 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 2

- 3) **THENCE, 26.42 feet**, along the arc of said curve to the left, having a radius of **1,660.00 feet**, a delta angle of **00°54'43"**, with the west line of said east remainder portion of 91.929 acre Kinney tract and the east line of said 2.403 acre Williamson County tract, being the existing east right-of-way line of CR 245, a chord bearing **N 44°27'07" E**, a chord distance of **26.42 feet** to a point, being the north corner of said east remainder portion of 91.929 acre Kinney tract and being the northeast corner of said 2.403 acre Williamson County tract;
- 4) **THENCE, S 22°01'46" W**, along the east line of said east remainder portion of 91.929 acre Kinney tract and the existing west right-of-way line of old CR 245 (no record information found), a distance of **17.68 feet** to a 5-inch cedar tree found in the proposed east right-of-way line of CR 245, being 67.50 feet right of Engineer's Baseline Station 107+16.53, for a point of curvature to the right, from which an iron rod found at the southeast corner of said east remainder portion of 91.929 acre Kinney tract bears **S 22°01'46" W**, a distance of 212.41 feet to a 1/2-inch iron rod with "McGray McGray" cap set, **S 19°00'21" W**, a distance of 19.03 feet to a 60d nail found in an oak tree, and **S 23°14'18" W**, a distance of 414.25 feet;
- 5) **THENCE, 61.62 feet**, along the arc of said curve to the right, having a radius of **1,867.50 feet**, a delta angle of **01°53'26"**, over and across said east remainder portion of 91.929 acre Kinney tract, with the east proposed right-of-way line of CR 245, a chord bearing **S 44°00'14" W**, a chord distance of **61.62 feet** to a 1/2-inch iron rod with "McGray McGray" cap (unable to set), being 67.50 feet right of Engineer's Baseline Station 106+57.14;
- 6) **THENCE, S 44°56'57" W**, over and across said east remainder portion of 91.929 acre Kinney tract, with the east proposed right-of-way line of CR 245, a distance of **539.61 feet** to the **POINT OF BEGINNING** and containing 4,503 square feet (0.1034 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012. All measurements are in U.S. Survey Feet.

Right-of-entry was unable to be obtained at the time of survey. Monuments along the proposed right-of-way line were unable to be set, where noted.

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 3 of 5
August 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 2

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of August, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



8/20/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 245 Williamson County/Parcel 2

LEGEND

- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
- CAP SET (UNLESS NOTED)
- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- P.O.B.
- P.O.C.
- R.O.W.
- N.T.S.
- B.L.
- BUILDING SETBACK LINE
- DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T.
- PARCEL NUMBER FOR R.O.W. ACQUISITION
- ①

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH AUGUST 2021.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

L.P. DYCHES SURVEY
ABSTRACT NO. 171

CR 245

EXISTING R.O.W.

THE B. KINNEY TRUST
B. KINNEY, TRUSTEE,
P.O.B. PARCEL 2 OR HER SUCCESSOR IN TRUST
DOC. NO. 2011069273
O.P.R.W.C.T.
OCTOBER 13, 2011
(REMAINDER OF A CALLED
91.929 ACRES)

R.M. 2338
EXISTING R.O.W.

PROPOSED R.O.W.

0.1034 AC.
4,503 SQ.FT.

EXISTING R.O.W.

(NO RIGHT-OF-ENTRY
AT TIME OF SURVEY)

OLD CR 245

PROPERTY INSET
NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'47"E	60.46'

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Ther...

8/20/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130

DATE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2125072-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 3, 2021, ISSUED DATE MAY 14, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. STATE OF TEXAS RIGHT-OF-WAY AS DESCRIBED IN VOLUME 416, PAGE 60, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

B. PEDERNALES ELECTRIC COOPERATIVE, INC. ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM AS DESCRIBED IN VOLUME 643, PAGE 222, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT

C. CHISHOLM TRAIL WATER SUPPLY CORP. PIPELINE AS DESCRIBED IN VOLUME 1107, PAGE 425, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND ASSIGNED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT

D. CHISHOLM TRAIL WATER SUPPLY CORPORATION WATER DISTRIBUTION LINE AS DESCRIBED IN VOLUME 1596, PAGE 458, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND PARTIALLY RELEASED BY REPLACEMENT WATERLINE EASEMENT AND RIGHT OF WAY RECORDED IN DOCUMENT NO. 2012028860, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

E. CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT NO. 199945396, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT, UNABLE TO PLOT

REVISIONS

CALCULATED	ACQUISITION	REMAINING RT
2.03 AC. (88,427 SQ. FT.)	0.1034 AC. (4,503 SQ. FT.)	1.93 AC. (83,924 SQ. FT.)

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 2

CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 SCALE: N.T.S.

EXHIBIT "B"

Parcel 2

DEED

County Road 245 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **THE B. KINNEY TRUST**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Being a 0.1034 acre (4,503 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (Parcel 2)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 245.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature on following page]

GRANTOR:

THE B. KINNEY TRUST

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: